

ADDENDUM NUMBER TWO TO LEASE AGREEMENT

This ADDENDUM NUMBER TWO TO LEASE AGREEMENT, is made and shall be effective for all purposes as of the 16th day of January, 2013 by and between **FLOWER AVENUE SHOPPING CENTER LIMITED PARTNERSHIP**, a Maryland limited partnership (the "Landlord") and **MONTGOMERY COUNTY, MARYLAND** a body corporate and politic, (the "Tenant")

WHEREAS, the Landlord entered into an Agreement of Lease with the Tenant for the premises located at 8701 Flower Avenue, Silver Spring, Maryland, 20901 and dated July 17, 1998 and further amended by Addendum Number One to Lease Agreement dated April 16, 2003 (hereinafter, the "Lease"); and

WHEREAS, Tenant has requested that its Term be extended (the "Second Extension Term") and;

WHEREAS, Landlord and Tenant are desirous of setting forth their agreement regarding the rent which will be due and payable for the Second Extension Term and certain other provisions relating to the tenancy;

NOW, THEREFORE, for the mutual promises herein contained and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, intending to be legally bound, hereby agree as follows:

1. Section 2(A) of the Lease is hereby deleted in its entirety, and the following language is substituted for it:

Second Extension Term: The Term shall commence on February 1, 2013 and expire on July 31, 2013. Beginning August 1, 2013, Tenant shall be considered a "Tenant by the Month" and shall have the right to terminate the Lease provided that it has given Landlord no less than ninety (90) days written notice.

2. Section 2(B) of the Lease is hereby deleted in its entirety, and the following language is substituted for it:

Option to Renew: Tenant shall have no further Options to Renew the Lease.

3. Section 3(A) of the Lease is hereby deleted in its entirety, and the following language is substituted for it:

Effective February 1, 2013, Tenant shall pay annual Minimum Rent in the amount of **One Hundred Thirty-four Thousand Eight Hundred Forty-two and 56/100 Dollars (134,842.56)** payable in monthly installments of **Eleven Thousand Two Hundred Thirty-six and 88/100 Dollars (\$11,236.88)**. Minimum Rent during the Tenant's month-to-month tenancy shall remain the same.

4. Tenant will continue to pay its current pro-rata share of Common Area Maintenance, Insurance and Real Estate Taxes.

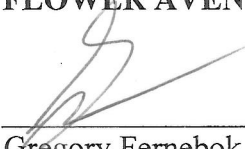
5. The parties acknowledge that no promise, agreement, statement or representation not herein expressed has been made to or relied upon by either of them and that this Addendum contains the entire agreement between the parties.
6. This Addendum is incorporated into the original Lease and Addendum Number Two to Lease Agreement between the parties and shall form a part thereof. In the event that the provisions other this Addendum shall conflict with the provisions of the Lease, this Addendum shall control. Any and all provisions of the original Lease not expressly modified herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum Number Two to Lease Agreement as of the date set forth above.

WITNESS

LANDLORD: **FLOWER AVENUE SHOPPING
CENTER LIMITED
PARTNERSHIP**, a Maryland
Limited Partnership


By: **FLOWER AVENUE L.L.C.**, general partner

By: 
Gregory Fernebok, Managing Member

Date: 1/16/13

WITNESS:

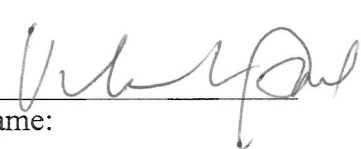
TENANT: **MONTGOMERY COUNTY,
MARYLAND**, a body corporate
and politic

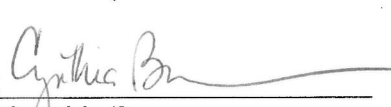
By: 
Ramona Bell-Pearson, Assistant Chief
Administrative Officer

Date: 1/9/13

APPROVED AS TO FORM &
LEGALITY OFFICE OF THE
COUNTY ATTORNEY

RECOMMENDED

By: 
Name:

By: 
Cynthia Brenneman
Director of Real Estate

Date: 1-4-13

Date: 12/18/12